

TRINITY INDUSTRIES LEASING COMPANY
2705 State Street
Chicago Heights, Illinois 60411

DEC 11 1991 -2 25 PM

INTERSTATE COMMERCE COMMISSION

December 11, 1991

Secretary
Interstate Commerce Commission
Twelfth Street & Constitution Avenue N.W.
Washington, D.C. 20423
Attention: Ms. Mildred Lee, Room 2303

Re: Documents for Recordation

Dear Ms. Lee:

In accordance with the provisions of Section 11303 of the Interstate Commerce Act, as revised, and Rules and Regulations of the Interstate Commerce Commission ("ICC") thereunder ("Rules and Regulations"), enclosed herewith for filing and recordation are the following documents:

1. Three (3) executed originals of an Assignment dated as of December 10, 1991 between Trinity Industries Leasing Company and The Bank of New York, as Trustee (the "Assignment"), a primary document as defined in the Rules and Regulations;
2. Three (3) executed originals of a First Supplement to Equipment Trust Agreement dated as of December 10, 1991 between Trinity Industries Leasing Company and The Bank of New York, as Trustee (the "First Supplement"), a secondary document as defined in the Rules and Regulations; and
3. Three (3) executed originals of a Bill of Sale dated December 10, 1991 between Trinity Industries Leasing Company and The Bank of New York, as Trustee (the "Bill of Sale"), a secondary document as defined in the Rules and Regulations.

The enclosed Assignment, First Supplement and Bill of Sale relate to the Equipment Trust Agreement dated as of September 9, 1991 between Trinity Industries Leasing Company and The Bank of New York as Trustee, which was filed and recorded under Recordation Number 17520 on September 10, 1991 and supplemented by an assignment and bill of sale under Recordation Numbers 17520-A and 17520-B, respectively.

We request that the Assignment be cross-indexed.

RECORDATION NO. 17520-D
FILED 1425

DEC 11 1991 -2 25 PM

INTERSTATE COMMERCE COMMISSION

RECORDATION NO. 17520-E
FILED 1425

DEC 11 1991 -2 25 PM

INTERSTATE COMMERCE COMMISSION

Counterparts - R. Ian King

Secretary
Interstate Commerce Commission
December 11, 1991
Page 2

The addresses of the parties to the enclosed documents are:

Company: Trinity Industries Leasing Company
2705 State Street
Chicago Heights, Illinois 60411

Trustee: The Bank of New York
101 Barclay Street
21st Floor
New York, New York 10007

A description of the railroad equipment covered by the enclosed documents is set forth in Exhibit A hereto. The foregoing railroad equipment consists solely of tank and hopper cars intended for use relating to interstate commerce.

Also enclosed is a certified check in the amount of \$48.00 to cover the required recordation fee.

You are hereby authorized to deliver any stamped copies of the Assignment, the First Supplement and the Bill of Sale not needed for your files to the representative of Gardner, Carton & Douglas who is delivering this letter and said enclosures to you.

A short summary of the documents to appear in the Index maintained by the Interstate Commerce Commission follows:

- (a) Primary Document. Assignment dated December 10, 1991, between Trinity Industries Leasing Company, 2705 State Street, Chicago Heights, Illinois 60411 and The Bank of New York, as Trustee, 101 Barclay Street, 21st Floor, New York, New York 10007, covering leases of 312 railroad cars, including tank and hopper cars.
- (b) Secondary Documents. (i) First Supplement to Equipment Trust Agreement dated as of December 10, 1991, between Trinity Industries Leasing Company, 2705 State Street, Chicago Heights, Illinois 60411 and The Bank of New York, as Trustee, 101 Barclay Street, 21st Floor, New York, New York 10007, covering 312 railroad cars, including tank and hopper cars, and connected to the Equipment Trust Agreement dated as of September 9, 1991, a primary document with Recordation Number 17520, and (ii) Bill of Sale dated December 10, 1991, between Trinity Industries Leasing Company, 2705 State Street, Chicago Heights, Illinois 60411 and The Bank of New York, as Trustee, 101 Barclay Street, 21st Floor, New

Secretary
Interstate Commerce Commission
December 11, 1991
Page 3

York, New York 10007, covering various railroad cars,
and connected to the First Supplement to Equipment
Trust Agreement referred to in (i) above.

TRINITY INDUSTRIES LEASING COMPANY

By: Neil O. Shoop
Neil O. Shoop
Treasurer

Enclosures

R:\83540\02994\UW030650

EXHIBIT A

1. Railroad Car Lease Agreement, dated July 11, 1991, between Trinity Industries Leasing Company and Celtran, Inc. covering the following described railroad cars (Rider 1):

<u>Number of Cars</u>	<u>Type</u>	<u>Car Numbers</u>
20	21,004 Gal. 111A100W6 Tank Cars	TILX 200000-200019

2. Railroad Car Net Lease Agreement, dated February 8, 1991, between Trinity Industries Leasing Company and Liquid Carbonic Carbon Dioxide Company covering the following described railroad cars (Partial Rider 1):

<u>Number of Cars</u>	<u>Type</u>	<u>Car Numbers</u>
35	20,110 Gal. 105A500W Tank Cars	LCIX 2713 LCIX 2716-2749

3. Railroad Car Lease Agreement, dated January 22, 1991, between Trinity Industries Leasing Company and Reichhold Chemicals, Inc. covering the following described railroad cars (Rider 1):

<u>Number of Cars</u>	<u>Type</u>	<u>Car Numbers</u>
6	21,600 Gal. 111A100W1 Tank Cars	TILX 210000-210005

4. Railroad Car Lease Agreement, dated May 7, 1980, between Trinity Industries Leasing Company and Shell Oil Company covering the following described railroad cars (Partial Rider 5):

<u>Number of Cars</u>	<u>Type</u>	<u>Car Numbers</u>
2	23,589 Gal. 111A100W3 Tank Cars	TILX 260613-260614

5. Railroad Car Lease Agreement, dated May 7, 1980, between Trinity Industries Leasing Company and Shell Oil Company covering the following described railroad cars (Rider 6):

<u>Number of Cars</u>	<u>Type</u>	<u>Car Numbers</u>
14	23,589 Gal. 111A100W3 Tank Cars	TILX 260617-260630

6. Railroad Car Lease Agreement, dated May 7, 1980, between Trinity Industries Leasing Company and Shell Oil Company covering the following described railroad cars (Rider 7):

<u>Number of Cars</u>	<u>Type</u>	<u>Car Numbers</u>
5	23,589 Gal. 111A100W3 Tank Cars	TILX 260631-260635

7. Railroad Car Lease Agreement, dated May 7, 1980, between Trinity Industries Leasing Company and Shell Oil Company covering the following described railroad cars (Partial Rider 8):

<u>Number of Cars</u>	<u>Type</u>	<u>Car Numbers</u>
2	23,589 Gal. 111A100W1 Tank Cars	TILX 260646, 260650

8. Railroad Car Net Lease Agreement, dated October 23, 1987, between Trinity Industries Leasing Company and The Dow Chemical Company covering the following described railroad cars (Rider 10):

<u>Number of Cars</u>	<u>Type</u>	<u>Car Numbers</u>
10	23,589 Gal. 111A100W6 Tank Cars	DOWX 40000-40009

9. Railroad Car Net Lease Agreement, dated October 23, 1987, between Trinity Industries Leasing Company and The Dow Chemical Company covering the following described railroad cars (Rider 11):

<u>Number of Cars</u>	<u>Type</u>	<u>Car Numbers</u>
10	23,589 Gal. 111A100W6 Tank Cars	DOWX 40010-40019

10. Railroad Car Net Lease Agreement, dated October 23, 1987, between Trinity Industries Leasing Company and The Dow Chemical Company covering the following described railroad cars (Rider 12):

<u>Number of Cars</u>	<u>Type</u>	<u>Car Numbers</u>
15	21,330 Gal. 105A600W Tank Cars	DOWX 80134-80148

11. Railroad Car Lease Agreement, dated May 7, 1990, between Trinity Industries Leasing Company and Minnesota Corn Processors, Inc. covering the following described railroad cars (Rider 5):

<u>Number of Cars</u>	<u>Type</u>	<u>Car Numbers</u>
10	17,574 Gal. 111A100W3 Tank Cars	TILX 170076-170085

12. Railroad Car Lease Agreement, dated May 7, 1990, between Trinity Industries Leasing Company and Minnesota Corn Processors, Inc. covering the following described railroad cars (Rider 6):

<u>Number of Cars</u>	<u>Type</u>	<u>Car Numbers</u>
5	5,125 Cu. Ft. LO Covered Hopper Cars	TILX 5149-5153

13. Railroad Car Net Lease Agreement, dated May 20, 1985, between Trinity Industries Leasing Company and Cargill, Incorporated covering the following described railroad cars (Partial Rider 2):

<u>Number of Cars</u>	<u>Type</u>	<u>Car Numbers</u>
1	5,551 Cu. Ft. LO Covered Hopper Cars	SAMX 11237

14. Railroad Car Lease Agreement, dated May 17, 1979, between Trinity Industries Leasing Company and Cargill, Inc. covering the following described railroad cars (Rider 10):

<u>Number of Cars</u>	<u>Type</u>	<u>Car Numbers</u>
10	5,125 Cu. Ft. LO Covered Hopper Cars	TILX 5154-5163

15. Railroad Car Lease Agreement, dated May 1, 1984, between Trinity Industries Leasing Company and Vista Chemical Company covering the following described railroad cars (Rider 5):

<u>Number of Cars</u>	<u>Type</u>	<u>Car Numbers</u>
15	23,589 Gal. 111A100W1 Tank Cars	TILX 260655-260669

16. Railroad Car Lease Agreement, dated May 16, 1991, between Trinity Industries Leasing Company and Eka Nobel, Inc. covering the following described railroad cars (Rider 1):

<u>Number of Cars</u>	<u>Type</u>	<u>Car Numbers</u>
15	21,000 Gal. 111A100W6 Tank Cars	TILX 200040-200054

17. Railroad Car Lease Agreement, dated July 1, 1987, between Trinity Industries Leasing Company and Union Carbide Corporation covering the following described railroad cars (Rider 4):

<u>Number of Cars</u>	<u>Type</u>	<u>Car Numbers</u>
5	20,408 Gal. 105J300W Tank Cars	TILX 400160-400164

18. Railroad Car Lease Agreement, dated November 22, 1991, between Trinity Industries Leasing Company and Novus International, Inc. covering the following described railroad cars (Rider 1):

<u>Number of Cars</u>	<u>Type</u>	<u>Car Numbers</u>
9	20,413 Gal. 111A100W1 Tank Cars	TILX 220017-220025

19. Railroad Car Lease Agreement, dated March 12, 1982, between Trinity Industries Leasing Company and PPG Industries, Inc. covering the following described railroad cars (Rider 4):

<u>Number of Cars</u>	<u>Type</u>	<u>Car Numbers</u>
25	17,015 Gal. 111A100W2 Tank Cars	TILX 160106-160130

20. Railroad Car Lease Agreement, dated October 1, 1990, between Trinity Industries Leasing Company and Mobil Oil Corporation covering the following described railroad cars (Rider 1):

<u>Number of Cars</u>	<u>Type</u>	<u>Car Numbers</u>
24	33,693 Gal. 112J340W Tank Cars	TILX 300824-300847

21. Railroad Car Lease Agreement, dated October 1, 1990, between Trinity Industries Leasing Company and Mobil Oil Corporation covering the following described railroad cars (Rider 2 & Partial Rider 3):

<u>Number of Cars</u>	<u>Type</u>	<u>Car Numbers</u>
73	33,687 Gal. 112J340W Tank Cars	TILX 300848-300920

22. Railroad Car Lease Agreement, dated July 24, 1991, between Trinity Industries Leasing Company and Mile-High Railcar Services, Inc. (Rider 1):

<u>Number of Cars</u>	<u>Type</u>	<u>Car Numbers</u>
1	5,125 Cu. Ft. LO Hopper Car	TILX 5148

Interstate Commerce Commission

Washington, D.C. 20423

12/11/91

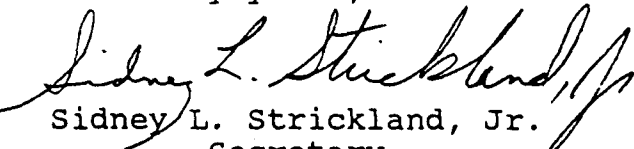
OFFICE OF THE SECRETARY

Neil O. Shoop-Treasurer
Trinity Industries Leasing Company
2705 State Street
Chicago, Heights, Illinois 60411

Dear Sirs:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 12/11/91 at 2:35PM , and assigned recordation number(s). 17520-C, 17520-D and 17520-E.

Sincerely yours,


Sidney L. Strickland, Jr.
Secretary

DEC 11 1991 -2 22 PM

ASSIGNMENT dated December 10, 1991 between THE BANK OF NEW YORK, a New York banking corporation, acting as trustee under the Trust Agreement, as hereinafter defined (the "Trustee"), and TRINITY INDUSTRIES LEASING COMPANY, a corporation duly organized and existing under the laws of the State of Delaware (the "Company").

Preliminary Statement

The Company has agreed to cause to be sold, transferred and delivered to the Trustee certain railroad equipment described in Exhibit A hereto (hereinafter called the "Trust Equipment") pursuant to the Equipment Trust Agreement, dated as of September 9, 1991, between the Company and the Trustee (the "Trust Agreement").

Title to the Trust Equipment is to be vested in and is to be retained by the Trustee and the Trust Equipment is to be leased to the Company under the Trust Agreement, all subject to the lease or leases referred to in Exhibit A (hereinafter, whether one or more, the "Leases") between the Company and the lessee or lessees named therein.

Trinity Industries Leasing Company 9.44% Equipment Trust Certificates due September 3, 2001 (Series 8) in an aggregate principal amount of \$65,000,000 have been or are to be issued and sold and the aggregate proceeds (including accrued interest, if any) of such sale which equals the aggregate principal amount of the Trust Certificates issued and sold have been delivered to the Trustee for delivery to the Company, as provided in the Trust Agreement.

It is desired to grant to the Trustee an assignment of and a security interest in and to the Leases and other collateral described below.

NOW THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties hereto hereby agree as follows:

1. Subject to the rights of lessees under the Leases, the Company hereby grants a security interest in, and assigns, transfers and sets over unto the Trustee as security for the payment and performance of all of the Company's obligations under the lease provided for in the Trust Agreement (i) all of the Company's right, title and interest now or hereafter acquired as lessor in, to and under the Leases described in Exhibit A hereto and any amendments to or modifications thereof, together with all rights, powers, privileges, and other benefits of the Company now or hereafter acquired as lessor under the Leases in respect of the Trust Equipment covered thereby, including, but not limited to the Company's right to receive and collect all lease payments,

rentals, liquidated damages, proceeds of sale, car hire mileage allowances, mileage credits, excess mileage allowances, excess mileage credits, insurance proceeds, per diem mileage and any and all other payments, income, revenue, now or hereafter to become payable to or receivable by the Company under or pursuant to the provisions of the Leases and from Trust Equipment, (ii) all of the Company's right, title and interest hereafter acquired as lessor (or as manager or agent for the Trustee) in, to and under any and all leases, car hire contracts or agreements, rental contracts or agreements or other agreements for the lease, rental or use of the Trust Equipment (hereinafter, whether one or more, the "Future Leases"), including but not limited to the Company's right to receive and collect all lease payments, rentals, liquidated damages, proceeds of sale, car hire mileage allowances, mileage credits, excess mileage allowances, excess mileage credits, insurance proceeds, per diem mileage and any and all other payments, income, revenue, now or hereafter to become payable to or receivable by the Company thereunder or therefrom, and (iii) all of the Company's right to receive and collect all mileage allowances, per diem mileage, insurance proceeds or other payments, income and revenue now or hereafter to become payable to the Company in respect of the Trust Equipment, whether under or pursuant to the provisions of any of the Leases, the Future Leases or otherwise. The Trustee hereby appoints the Company its agent to collect and receive any and all of such rentals and other payments and to take any and all actions in respect of such Leases or the Future Leases until the happening of an Event of Default (as such term is defined in the Trust Agreement). The Company represents and warrants that it has not heretofore made and agrees that it will not hereafter make in respect of the Trust Equipment any other assignment of the Leases or Future Leases or the rentals or the payments payable to or receivable by the Company under any of the Leases or Future Leases.

2. It is expressly understood and agreed that the assignment made and security interest granted herein applies only to the Leases and Future Leases (and any right, title, interest, power, and privilege of the Company as lessor thereunder) insofar and only insofar as such Leases and Future Leases cover or otherwise apply to the rail cars described in Exhibit A hereto and any rail cars substituted as replacements for the rail cars described in Exhibit A hereto (but does not apply to any rail cars added to such Leases or Future Leases which is not Trust Equipment).

3. It is expressly agreed that the rights hereby assigned to the Trustee are subject to the rights of lessees under the Leases and Future Leases, and that the Trustee, so long as any such lessee is not in default under its Lease or Future Lease, shall not interfere with the rights of peaceful and undisturbed possession of such lessee in and to any of the Trust Equipment in accordance with the terms of such Lease or Future Lease.

4. In addition to, and without in any way limiting, the powers conferred upon the Trustee by Sections 6.01 and 6.02 of the Trust Agreement, the Trustee may upon the happening of an Event of Default (as defined in the Trust Agreement) and not otherwise, in the Trustee's own name or in the name of the Trustee's nominee, or in the name of the Company or as the Company's attorney, (i) ask, demand, sue for, collect and receive any and all lease payments, rentals, liquidated damages, proceeds of sale, car hire mileage allowances, mileage credits, excess mileage allowances, excess mileage credits, insurance proceeds, per diem mileage and any and all other payments, income, revenue to which the Company is or may become entitled in respect of the Trust Equipment and (ii) enforce compliance by lessees under the Leases and Future Leases with all the terms and provisions thereof and make all waivers and agreements, give all notices, consents and releases, take all action upon the happening of an Event of Default specified in the Leases and Future Leases, and do any and all other things whatsoever which the Company, as lessor, is or may become entitled to do under the Leases or Future Leases.

5. The assignment made by this instrument is made only as security and, therefore, shall not subject the Trustee to, or transfer, or pass or in any way affect or modify, the liability of the Company under any Lease or Future Lease or otherwise, it being understood that, notwithstanding any assignment, any obligations of the Company under any Lease or Future Lease or otherwise shall be and remain enforceable against and only against the Company.

6. (a) Upon the full discharge and satisfaction of the Company's obligation under the lease provided for in the Trust Agreement, the assignment made pursuant to this instrument shall terminate and all rights, title and interest of the Trustee as assignee hereunder in and to any Lease or Future Lease or any payments in respect of the Trust Equipment shall revert to the Company.

(b) Upon the release of any unit of Trust Equipment pursuant to Section 5.05 of the Equipment Trust Agreement, this Assignment shall terminate pro tanto with respect to (i) such unit of Trust Equipment and (ii) rights assigned to the Trustee hereby and by the Equipment Trust Agreement in the Leases and Future Leases insofar as they relate to such unit of Trust Equipment, and upon such partial termination such unit of Trust Equipment and such rights shall revert to the Company or to such person or persons as may be legally entitled thereto, provided, however, that if an Event of Default (as defined in the Trust Agreement) has occurred and is then continuing, such termination and reversion shall not occur until such Event of Default shall have been cured or waived in accordance with the provisions of the Trust Agreement. After any partial termination, the provisions of this Assignment shall no longer be applicable to

such unit of Trust Equipment and rights, and the Trustee shall at the request of the Company or such other person, and at the expense of the Company, deliver to the Company or such other person, a writing evidencing such partial termination.

7. The Company covenants and agrees with the Trustee that in any suit, proceeding or action brought by the Trustee pursuant to the provisions of this instrument for any and all lease payments, rentals, liquidated damages, proceeds of sale, car hire mileage allowances, mileage credits, excess mileage allowances, excess mileage credits, insurance proceeds, per diem mileage and any and all other payments, income, revenue in respect of the Trust Equipment, whether under or pursuant to the provisions of any Lease or Future Lease or otherwise, or to enforce any provisions of any Lease or Future Lease, the Company will save, indemnify and keep the Trustee harmless from and against all expense, loss or damage suffered by reason of any defense, set-off, counterclaim or recoupment whatsoever, specifically including any of the foregoing arising from the Trustee's simple negligence, but excluding any of the foregoing arising from the Trustee's gross negligence or willful misconduct.

8. Except as otherwise provided herein, the provisions of this Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

9. All demands, notices and communications hereunder shall be in writing and shall be deemed to have been duly given and personally delivered at or mailed by registered mail, postage prepaid, to (i) in the case of the Company, delivered at 2705 State Street, Chicago Heights, Illinois 60411, Attention: Treasurer (with a copy to Trinity Industries, Inc. delivered in the same manner, if by courier, at 2525 Stemmons Freeway, Dallas, Texas 75207, Attention: Treasurer and if by registered mail, at P.O. Box 568887, Dallas, Texas 75356-8887, Attention: Treasurer), or such other address as may hereafter be furnished to the Trustee in writing by the Company, and (ii) in the case of the Trustee, 101 Barclay Street, 21st Floor, New York, New York 10007, Attention: Corporate Trust Trustee Administration, or such other address as may hereafter be furnished to the Company in writing by the Trustee. An affidavit by any person representing or acting on behalf of the Company or the Trustee, as to such mailing, having the registry receipt attached, shall be conclusive evidence of the giving of such demand notice or communication. Any communication so addressed and mailed by registered or certified mail shall be deemed to be given on whichever of the following dates shall first occur: (i) the date of actual receipt thereof by the intended recipient, (ii) the fifth day next following the date mailed, or (iii) if the substance thereof is communicated to the intended recipient by hand delivery, telephone or telex on or prior to the date of such mailing, the date so mailed.

10. The Company will furnish to the Trustee any information which it may from time to time request regarding the Leases and the Future Leases and will permit representatives of the Trustee to inspect the Company's records regarding the Leases and the Future Leases during business hours at a time which is acceptable to the Company.

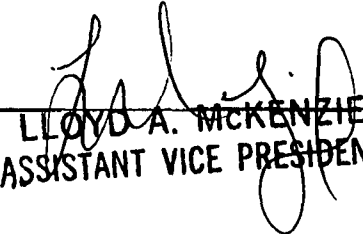
11. The Company shall execute Assignments (as defined in the Trust Agreement) covering all Future Leases, insofar and only insofar as such Future Leases cover Trust Equipment, and shall cause such Assignments to be recorded with the Interstate Commerce Commission pursuant to the requirements of Section 11303 of the Interstate Commerce Act, as revised. The Company shall also cause a Uniform Commercial Code financing statement covering such Future Leases, to the extent that they cover Trust Equipment, to be properly filed with the Secretary of State of Illinois and the Secretary of State of Texas.

12. This Assignment may be executed in counterparts each of which shall be deemed to be an original and all of such counterparts together constitute but one and the same instrument.

13. THE PROVISIONS OF THIS AND ALL RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL IN ALL RESPECTS BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF TEXAS, INCLUDING ALL MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE.

IN WITNESS WHEREOF, the Company and the Trustee have caused their names to be signed hereto by their respective officers thereunto duly authorized and duly attested by their authorized officers as of the day and year first written.

THE BANK OF NEW YORK
Trustee

By 
Name: LLOYD A. MCKENZIE
Title: ASSISTANT VICE PRESIDENT

Attest:


Its ASSISTANT TREASURER

STATE OF NEW YORK
COUNTY OF NEW YORK

§
§ ss.:
§

On this 10th day of December, 1991, before me personally appeared LLOYD A. MCKENZIE, to me personally known, who being by me duly sworn, says that he is the ASSISTANT VICE PRESIDENT of The Bank of New York, a New York banking corporation, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledges that the execution of the foregoing instrument was the free act and deed of said corporation.

[Seal]


Signature of Notary Public

IRVING C. APAR
Notary Public, State of New York
No. 30-4766935
Qualified in Nassau County
Commission Expires Dec. 31, 1992

My Commission Expires: _____

TRINITY INDUSTRIES LEASING
COMPANY

By *F. Dean Phelps*
F. Dean Phelps
Vice President

Attest:

Neil O. Shoop
Neil O. Shoop
Assistant Secretary

STATE OF TEXAS

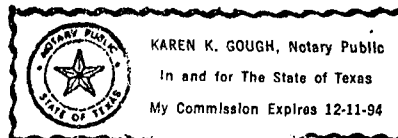
§
§ ss.:
§

COUNTY OF DALLAS

On this 10th day of December, 1991, before me personally appeared F. Dean Phelps, to me personally known, who being by me duly sworn, says that he is the Vice President of Trinity Industries Leasing Company, a Delaware corporation, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledges that the execution of the foregoing instrument was the free act and deed of said corporation.

[Seal]

Karen K. Gough
Signature of Notary Public



My Commission Expires: _____

EXHIBIT A

1. Railroad Car Lease Agreement, dated July 11, 1991, between Trinity Industries Leasing Company and Celtran, Inc. covering the following described railroad cars (Rider 1):

<u>Number of Cars</u>	<u>Type</u>	<u>Car Numbers</u>
20	21,004 Gal. 111A100W6 Tank Cars	TILX 200000-200019

2. Railroad Car Net Lease Agreement, dated February 8, 1991, between Trinity Industries Leasing Company and Liquid Carbonic Carbon Dioxide Company covering the following described railroad cars (Partial Rider 1):

<u>Number of Cars</u>	<u>Type</u>	<u>Car Numbers</u>
35	20,110 Gal. 105A500W Tank Cars	LCIX 2713 LCIX 2716-2749

3. Railroad Car Lease Agreement, dated January 22, 1991, between Trinity Industries Leasing Company and Reichhold Chemicals, Inc. covering the following described railroad cars (Rider 1):

<u>Number of Cars</u>	<u>Type</u>	<u>Car Numbers</u>
6	21,600 Gal. 111A100W1 Tank Cars	TILX 210000-210005

4. Railroad Car Lease Agreement, dated May 7, 1980, between Trinity Industries Leasing Company and Shell Oil Company covering the following described railroad cars (Partial Rider 5):

<u>Number of Cars</u>	<u>Type</u>	<u>Car Numbers</u>
2	23,589 Gal. 111A100W3 Tank Cars	TILX 260613-260614

5. Railroad Car Lease Agreement, dated May 7, 1980, between Trinity Industries Leasing Company and Shell Oil Company covering the following described railroad cars (Rider 6):

<u>Number of Cars</u>	<u>Type</u>	<u>Car Numbers</u>
14	23,589 Gal. 111A100W3 Tank Cars	TILX 260617-260630

6. Railroad Car Lease Agreement, dated May 7, 1980, between Trinity Industries Leasing Company and Shell Oil Company covering the following described railroad cars (Rider 7):

<u>Number of Cars</u>	<u>Type</u>	<u>Car Numbers</u>
5	23,589 Gal. 111A100W3 Tank Cars	TILX 260631-260635

7. Railroad Car Lease Agreement, dated May 7, 1980, between Trinity Industries Leasing Company and Shell Oil Company covering the following described railroad cars (Partial Rider 8):

<u>Number of Cars</u>	<u>Type</u>	<u>Car Numbers</u>
2	23,589 Gal. 111A100W1 Tank Cars	TILX 260646, 260650

8. Railroad Car Net Lease Agreement, dated October 23, 1987, between Trinity Industries Leasing Company and The Dow Chemical Company covering the following described railroad cars (Rider 10):

<u>Number of Cars</u>	<u>Type</u>	<u>Car Numbers</u>
10	23,589 Gal. 111A100W6 Tank Cars	DOWX 40000-40009

9. Railroad Car Net Lease Agreement, dated October 23, 1987, between Trinity Industries Leasing Company and The Dow Chemical Company covering the following described railroad cars (Rider 11):

<u>Number of Cars</u>	<u>Type</u>	<u>Car Numbers</u>
10	23,589 Gal. 111A100W6 Tank Cars	DOWX 40010-40019

10. Railroad Car Net Lease Agreement, dated October 23, 1987, between Trinity Industries Leasing Company and The Dow Chemical Company covering the following described railroad cars (Rider 12):

<u>Number of Cars</u>	<u>Type</u>	<u>Car Numbers</u>
15	21,330 Gal. 105A600W Tank Cars	DOWX 80134-80148

11. Railroad Car Lease Agreement, dated May 7, 1990, between Trinity Industries Leasing Company and Minnesota Corn Processors, Inc. covering the following described railroad cars (Rider 5):

<u>Number of Cars</u>	<u>Type</u>	<u>Car Numbers</u>
10	17,574 Gal. 111A100W3 Tank Cars	TILX 170076-170085

12. Railroad Car Lease Agreement, dated May 7, 1990, between Trinity Industries Leasing Company and Minnesota Corn Processors, Inc. covering the following described railroad cars (Rider 6):

<u>Number of Cars</u>	<u>Type</u>	<u>Car Numbers</u>
5	5,125 Cu. Ft. LO Covered Hopper Cars	TILX 5149-5153

13. Railroad Car Net Lease Agreement, dated May 20, 1985, between Trinity Industries Leasing Company and Cargill, Incorporated covering the following described railroad cars (Partial Rider 2):

<u>Number of Cars</u>	<u>Type</u>	<u>Car Numbers</u>
1	5,551 Cu. Ft. LO Covered Hopper Cars	SAMX 11237

14. Railroad Car Lease Agreement, dated May 17, 1979, between Trinity Industries Leasing Company and Cargill, Inc. covering the following described railroad cars (Rider 10):

<u>Number of Cars</u>	<u>Type</u>	<u>Car Numbers</u>
10	5,125 Cu. Ft. LO Covered Hopper Cars	TILX 5154-5163

15. Railroad Car Lease Agreement, dated May 1, 1984, between Trinity Industries Leasing Company and Vista Chemical Company covering the following described railroad cars (Rider 5):

<u>Number of Cars</u>	<u>Type</u>	<u>Car Numbers</u>
15	23,589 Gal. 111A100W1 Tank Cars	TILX 260655-260669

16. Railroad Car Lease Agreement, dated May 16, 1991, between Trinity Industries Leasing Company and Eka Nobel, Inc. covering the following described railroad cars (Rider 1):

<u>Number of Cars</u>	<u>Type</u>	<u>Car Numbers</u>
15	21,000 Gal. 111A100W6 Tank Cars	TILX 200040-200054

17. Railroad Car Lease Agreement, dated July 1, 1987, between Trinity Industries Leasing Company and Union Carbide Corporation covering the following described railroad cars (Rider 4):

<u>Number of Cars</u>	<u>Type</u>	<u>Car Numbers</u>
5	20,408 Gal. 105J300W Tank Cars	TILX 400160-400164

18. Railroad Car Lease Agreement, dated November 22, 1991, between Trinity Industries Leasing Company and Novus International, Inc. covering the following described railroad cars (Rider 1):

<u>Number of Cars</u>	<u>Type</u>	<u>Car Numbers</u>
9	20,413 Gal. 111A100W1 Tank Cars	TILX 220017-220025

19. Railroad Car Lease Agreement, dated March 12, 1982, between Trinity Industries Leasing Company and PPG Industries, Inc. covering the following described railroad cars (Rider 4):

<u>Number of Cars</u>	<u>Type</u>	<u>Car Numbers</u>
25	17,015 Gal. 111A100W2 Tank Cars	TILX 160106-160130

20. Railroad Car Lease Agreement, dated October 1, 1990, between Trinity Industries Leasing Company and Mobil Oil Corporation covering the following described railroad cars (Rider 1):

<u>Number of Cars</u>	<u>Type</u>	<u>Car Numbers</u>
24	33,693 Gal. 112J340W Tank Cars	TILX 300824-300847

21. Railroad Car Lease Agreement, dated October 1, 1990, between Trinity Industries Leasing Company and Mobil Oil Corporation covering the following described railroad cars (Rider 2 & Partial Rider 3):

<u>Number of Cars</u>	<u>Type</u>	<u>Car Numbers</u>
73	33,687 Gal. 112J340W Tank Cars	TILX 300848-300920

22. Railroad Car Lease Agreement, dated July 24, 1991, between Trinity Industries Leasing Company and Mile-High Railcar Services, Inc. (Rider 1):

<u>Number of Cars</u>	<u>Type</u>	<u>Car Numbers</u>
1	5,125 Cu. Ft. LO Hopper Car	TILX 5148